

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE ANNUITY, WELFARE, APPRENTICESHIP SKILL
IMPROVEMENT & SAFETY FUNDS of the
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 15, 15A, 15C and 15D, AFL-CIO, by its TRUSTEES
JAMES T. CALLAHAN, WILLIAM H. HARDING,
LYNN A. MOUREY and ROBERT SHAW, and JOHN and
JANE DOE, as Beneficiaries of the ANNUITY, WELFARE and
APPRENTICESHIP SKILL IMPROVEMENT & SAFETY
FUNDS of the INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 15, 15A, 15C and 15D, AFL-CIO,

07-CIV-5575 (LTS)(THK)

Plaintiffs,

-against-

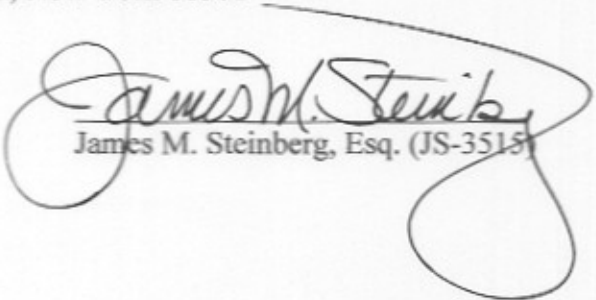
HIRANI ENGINEERING & LAND SURVEYING, P.C.,

Defendant.
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CERTIFICATE OF SERVICE

I, James M. Steinberg, hereby certify under penalty of perjury that on June 25, 2007, I served *via* regular U.S. Mail the individuals whose addresses appear below, with a copy of the Judge Swain's Initial Conference Order:

Mr. Ernie Bugarin
Hirani Engineering & Land Surveying, P.C.
47 Mineola Boulevard
Mineola, New York 11501


James M. Steinberg, Esq. (JS-3515)

WHEREAS, the parties are desirous of resolving in this Stipulation of Settlement and Order of Discontinuance all disputes between them.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Defendant CRUZ CONCRETE acknowledges and agrees to pay the settlement amount in contributions totaling \$25,658.80 through three (3) installment payments identified as follows:

- a. \$8,552.94 simultaneously with the execution of this Stipulation of Settlement;
- b. \$8,552.93 on or before June 10, 2007; and
- c. \$8,552.93 on or before July 10, 2007.

2. Payments shall be made by bank check made payable to the "LOCAL 15 TRUST FUNDS" and forwarded to the Plaintiffs' attorneys, BRADY McGUIRE & STEINBERG, P.C., Attn: James M. Steinberg, at 603 Warburton Avenue, Hastings-on-Hudson, New York 10706.

3. In connection with the settlement of this matter, Warren Cruz has reviewed and shall execute an ERISA Benefit Waiver (in the form annexed hereto) on May 23, 2007 which waives his individual interest in the annuity and vacation contributions totaling \$24,071.00 which are otherwise due and owing to the LOCAL 15 TRUST FUNDS on his behalf as identified in said audit report.

4. In connection with the settlement of this matter, Defendant CRUZ CONCRETE agrees that it shall duly execute and enter into a Participation Agreement, in the form annexed hereto, on behalf of Warren Cruz.

5. In exchange for the prompt and full payments identified herein, the Plaintiffs waive any claims for liquidated damages, attorneys' fees, costs and/or disbursements associated

with this action otherwise available under the Employee Retirement Income Security Act of 1974. Notwithstanding the above, in the event that Defendant CRUZ CONCRETE fails to make any payment identified herein or rectify any default in accordance with Paragraph 7 hereafter, Defendant CRUZ CONCRETE acknowledges that the Plaintiffs shall have the right to enter judgment in the amount as described in Paragraph 7 hereafter.

6. Defendant CRUZ CONCRETE, hereafter, agrees to remain current in the payment of all fringe benefit contributions owed on behalf of the LOCAL 15 members in its employ.

7. In the event of any default by Defendant CRUZ CONCRETE in the payment due under the provisions of this Stipulation, and provided that said default continues for a period of five (5) days after notice to cure is sent to the Defendant *via* certified mail at 1405 Winsap Drive, Manasquan, New Jersey 08736 and *via* facsimile to the Defendant's attorney, Neil H. Angel, Esq. at (718) 279-8584, the Clerk of the United States District Court for the Southern District of New York is hereby authorized to enter judgment on the application of the Plaintiffs against Defendant CRUZ CONCRETE in the amount of \$25,658.80 plus statutory damages in the amount of \$2,373.44 as provided for under ERISA and attorneys' fees in the amount of \$1,710.00, less payments received through the date of default.

8. Upon receipt of the final installment payment, Defendant CRUZ CONCRETE will be provided a general release from the LOCAL 15 TRUST FUNDS.

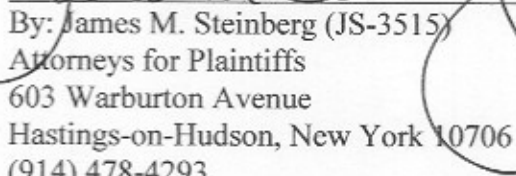
IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, including the attorneys of record for the Plaintiffs and the Defendant CRUZ CONCRETE that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of this action, the above-captioned action shall be discontinued, without costs to either party as against the other.

IT IS HEREBY FURTHER STIPULATED AND AGREED, by and between the undersigned, including the attorneys of record for the Plaintiffs and Defendant CRUZ CONCRETE, that this Stipulation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Stipulation.

Dated: Hastings-on-Hudson, New York

~~May 10~~, 2007
~~June~~

BRADY McGUIRE & STEINBERG, P.C.


By: James M. Steinberg (JS-3515)
Attorneys for Plaintiffs
603 Warburton Avenue
Hastings-on-Hudson, New York 10706
(914) 478-4293

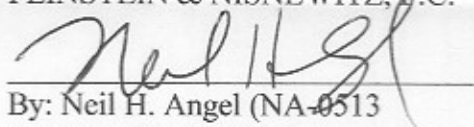
I.U.O.E. LOCAL 15, 15A, 15C & 15D
Annuity, Welfare & Apprenticeship
Skill Improvement & Safety Funds


By: James T. Callahan, Trustee

So Ordered:

The Honorable Richard Conway Casey, U.S.D.J.

FEINSTEIN & NISNEWITZ, P.C.


By: Neil H. Angel (NA-0513)
Attorneys for Defendant
42-40 Bell Boulevard, Suite 304
Bayside, New York 11361
(718) 631-0800

CRUZ CONCRETE AND GUNITING
REPAIR, INC.


By: Warren Cruz, President

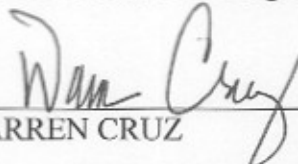
ERISA BENEFITS WAIVER

THIS WAIVER is hereafter executed by LOCAL 15 member WARREN CRUZ in furtherance of the resolution of the deficiency as identified in a report issued by Schultheis & Panettieri, LLP on November 10, 2006:


1. WARREN CRUZ (157-44-6830) knowingly and voluntarily waives any ERISA right or claim for the reimbursement of contributions to his individual annuity and vacation fund accounts maintained with the LOCAL 15 ANNUITY and WELFARE FUNDS, respectively, on his behalf for the period of August 1, 2002 through June 30, 2005, as identified in the aforementioned report issued by the auditors of the LOCAL 15 FRINGE BENEFIT FUNDS, and which equates to the sum of \$24,071.00.

2. WARREN CRUZ acknowledges that he has been advised and is further advised herein that he may consult with an attorney before executing this agreement. WARREN CRUZ acknowledges that he has been advised and is further advised that the applicable provisions of ERISA affords him a period of twenty-one (21) days to consider this agreement and that following the execution of this agreement, he is provided a seven (7) day period to revoke the agreement in writing and to provide such notice of revocation to LOCAL 15 and the LOCAL 15 FRINGE BENEFIT FUNDS c/o James M. Steinberg, Esq. BRADY MCGUIRE & STEINBERG, P.C., 603 Warburton Avenue, Hastings-on-Hudson, New York 10706.

3. WARREN CRUZ acknowledges and agrees that he has received a copy of this ERISA BENEFITS WAIVER as of May 2, 2007; has been provided twenty-one (21) days to review its content with an attorney; that it shall be executed by WARREN CRUZ no earlier than May 23, 2007 and therefore the effective date of this agreement shall be seven (7) days thereafter.


WARREN CRUZ

Sworn to before me this
21st day of May, 2007


Notary Public

MARIE A. CANTELMO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES
JANUARY 3, 2009

**PARTICIPATION AGREEMENT
BETWEEN THE TRUSTEES OF THE ANNUITY, WELFARE, VACATION
AND APPRENTICESHIP SKILL IMPROVEMENT & SAFETY FUNDS
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

WHEREAS, the Employer employs certain employees who are members of the International Union of Operating Engineers Local 15, 15A, 15C & 15D, AFL-CIO pursuant to collective bargaining agreement(s) with Local 15 and are eligible to participate in the fringe benefit funds maintained on their behalf; and

WHEREAS, one or more owner/operators of the Employer are also eligible to participate in said fringe benefit funds as a result of his/her membership in Local 15 although not all of the individual's hours of service to the Employer during the plan year are performed as a collectively bargained employee; and

WHEREAS, the Employer desires that such individual(s) as described in IRS Pension Regulation Section 1.410(b)-6(d)(2)(ii)(A-B), who performs services for said Employer who is a party to a collective bargaining agreement with Local 15, may be treated as a collectively bargained employee for the entire plan year;

NOW THEREFORE, it is hereby agreed as follows:

1. The Employer agrees to submit contributions to the Local 15 Fringe Benefit Funds on behalf of the following individuals who are members of Local 15 and an owner/operator:

Name(s)	Social Security No.
Warren Cruz	157-44-6830

2. In that the members listed above are compensated on a salary basis and are exempt from the overtime provisions of the Fair Labor Standards Act, contributions shall be made on the basis of the purchased and redemption of 680 hours per redemption period, on behalf of each such individual at the applicable Local 15 fringe benefit rate.
3. The Employer agrees to make all payments required to be made to the Local 15 Fringe Benefit Funds under the terms of this Agreement and at the rate established pursuant to the applicable collective bargaining agreement(s).
4. The Employer further agrees to be bound to all terms and conditions of the Restated Agreement and Declaration of Trust establishing the Local 15 Fringe Benefit Funds and Plan Documents as currently written and as may be amended by the Trustees during the life of this agreement.

